

Terms & Conditions

These terms and conditions govern your use of our website. If you do not accept these terms, please do not use this **CSTD EAST MALAYSIA** website. Using the Website implies that you accept these terms. We do occasionally update these terms so please refer back to them in the future.

1. SITE ACCESS

1.1 You will be able to access the majority of this **CSTD EAST MALAYSIA** website without having to register any details with us. However, particular areas of this **CSTD EAST MALAYSIA** website will only be accessible only if you have registered.

2. USE OF WEBSITE

2.1 You are permitted to use our website for your own purposes and to print and download material from this **CSTD EAST MALAYSIA** website provided that you do not modify any content without our consent. Material on this website must not be republished online or offline without our permission.

2.2 The copyright and other intellectual property rights in all material on this **CSTD EAST MALAYSIA** website are owned by us or our licensors and must not be reproduced without our prior consent.

2.3 Subject to paragraph/clause 2.1, no part of this website may be reproduced without our prior consent.

3. SITE UP TIME

3.1 We take all reasonable steps to ensure that this **CSTD EAST MALAYSIA** website is available 24 hours every day, 365 days per year. However, **CSTD EAST MALAYSIA** website do sometimes encounter downtime due to server and, other technical issues. Therefore we will not be liable if this website is unavailable at any time.

3.2 This **CSTD EAST MALAYSIA** website may be temporarily unavailable due to issues such as system failure, maintenance or repair or for reasons beyond our control. Where possible we will try to give our visitors advance warning of maintenance issues but shall not be obliged to do so.

4. VISITOR CONDUCT

4.1 With the exception of personally identifiable information, the use of which is covered under our Privacy Policy any material you send or post to this **CSTD EAST MALAYSIA** website shall be considered non-proprietary and not confidential. Unless you advise to the contrary we will be free to copy, disclose, distribute, incorporate and otherwise use such material for any and all purposes.

4.2 When using this **CSTD EAST MALAYSIA** website, you shall not post or send to or from this **CSTD EAST MALAYSIA** website any material:

- (a) for which you have not obtained all necessary consents;
- (b) that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offense, give rise to a civil liability, or otherwise is contrary to the law in Malaysia;
- (c) which is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.

4.3 We will fully co-operate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person posting material to this website in breach of Paragraph 4.2.

5. LINKS TO AND FROM OTHER WEBSITES

5.1 Any links to third party websites located on this **CSTD EAST MALAYSIA** website are provided for your convenience only. We have not reviewed each third party website and have no responsibility for such third party websites or their content. We do not endorse the third party websites or make representations about them or any material contained in them. If you choose to access a third party website linked to from this **CSTD EAST MALAYSIA** website, it is at your own risk.

5.2 If you would like to link to this **CSTD EAST MALAYSIA** website, you may only do so on the basis that you link to, but do not replicate, any page on this **CSTD EAST MALAYSIA** website, and subject to the following conditions: (a) you do not in any way imply that we are endorsing any services or products unless this has been specifically agreed with us; (b) you do not misrepresent your relationship with us or present any false information about us; (c) you do not link from a website that is not owned by you; and (d) your website does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law in Malaysia.

5.3 If you choose to link to our **CSTD EAST MALAYSIA** website in breach of Paragraph

5.4 You shall fully indemnify us for any loss or damage suffered as a result of your actions.

6. DISCLAIMER

6.1 We take all reasonable steps to ensure that the information on this **CSTD EAST MALAYSIA** website is correct. However, we do not guarantee the correctness or completeness of material on this **CSTD EAST MALAYSIA** website. We may make changes to the material on this **CSTD EAST MALAYSIA** website at any time and without notice. The material on this **CSTD EAST MALAYSIA** website may be out of date, or on rare occasions incorrect and we make no commitment to ensure that such material is correct or up to date.

6.2 The material at this **CSTD EAST MALAYSIA** website is provided without any conditions or warranties of any kind. To the maximum extent permitted by law, we provide access and use of this **CSTD EAST MALAYSIA** website on the basis that we exclude all representations, warranties and conditions which but for these Terms may have effect in relation to this **CSTD EAST MALAYSIA** website.

7. EXCLUSION OF LIABILITY

7.1 Neither we nor any other party (whether or not involved in producing, maintaining or delivering this **CSTD EAST MALAYSIA** website), shall be liability or responsible for any kind of loss or damage that may result to you or a third party as a result of your or their use of our **CSTD EAST MALAYSIA** website. This exclusion shall include servicing or repair costs and, without limitation, any other direct, indirect or consequential loss, and whether in tort or contract or otherwise in connection with this **CSTD EAST MALAYSIA** website.

7.2 Nothing in these Terms shall exclude or limit liability for

- (i) death or personal injury caused by negligence (as defined by the Unfair Contract Terms Act 1977);
- (ii) fraud;
- (iii) misrepresentation as to a fundamental matter; or
- (iv) any liability which cannot be excluded or limited under the law of the Malaysia.

8. GOVERNING JURISDICTION

This Legal Notice shall be governed by and construed in accordance with MALAYSIAN law. Any dispute(s) arising in connection with this Legal Notice are subject to the exclusive jurisdiction of Malaysia.